

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 4	
2. Amendment/Modification No. 0008		3. Effective Date 2002MAR29		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-C HOLLY MILLER (309)782-5054 ROCK ISLAND IL 61299-7630 EMAIL: MILLERH2@RIA.ARMY.MIL		Code W52H09		7. Administered By (If other than Item 6) Code			
				SCD PAS ADP PT			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No. DAAE20-01-R-0024	
				<input type="checkbox"/>		9B. Dated (See Item 11) 2001NOV26	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
				<input type="checkbox"/>		10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. 2002APR12 03:45pm Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2002APR12	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-R-0024 MOD/AMD 0008	Page 2 of 4
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this amendment is as follows:

a. To convert to a Best Value acquisition by incorporating performance risk evaluation. The result of this solicitation will continue to be a Firm Fixed Price Indefinite-Delivery Indefinite-Quantity type contract. Instructions for submittal of past performance information and methods of evaluating this information are contained in the attached Sections L and M. A Past Performance Information Questionnaire is also included as an attachment.

b. To delete Ordering Periods (OP) 3, 4, and 5. The revised ordering periods and estimated quantities for these ordering periods are as follows:

ORDERING PERIODS:

Ordering Period (OP) 1: 1 year from date of award

Ordering Period (OP) 2: 1 year following Ordering Period 1

ESTIMATED TOTAL QUANTITIES:

	OP1	OP2
CLIN 0001	1600	1600
CLIN 0002	800	800
CLIN 0003	700	700

(1) The "guaranteed minimum" quantity of 1,000 each for CLIN 0001 will still be obligated at time of award, and is included in the estimated total quantity for CLIN 0001, Ordering Period (OP) 1.

(2) It is requested that your proposed prices be input on the Pricing Evaluation Spreadsheet that is attached. Be sure you provide a price for First Article Testing (FAT), and prices for all ordering periods and quantity ranges for each of the three CLINS. Please note that the wording in paragraph 4. on the Pricing Evaluation Spreadsheet has changed somewhat from that on the basic Pricing Evaluation Spreadsheet.

(3) All prices will be proposed on an FOB Origin basis.

c. To incorporate the requirement for Control Testing. Also incorporated is Clause ES6041 entitled, "Performance Verification Test (Contractor)". This clause provides information pertinent to the Control Testing.

2. As a result of this amendment, the date for receipt of offers is extended from 3:45 P.M. Central Standard Time on 29 Mar 02 until 3:45 P.M. Central Standard Time on 12 Apr 02.

3. All other terms and conditions remain the same.

*** END OF NARRATIVE A 009 ***

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED	52.246-4534 TACOM-RI	PERFORMANCE VERIFICATION TESTING (CONTRACTOR FACILITY)	DEC/1997

(a) Subsequent to completion of both contractor and Government inspection/verification actions, a Control Test shall be conducted on one periscope per five hundred units consecutively produced, or once in 90 days, whichever comes first. The unit(s) to be tested shall be selected by the Government Quality Assurance Representative (QAR).

(b) The test shall be conducted at the contractor's facility. A copy of the contractor's inspection/test results shall be provided with the test sample. The contractor shall notify the Contracting Officer in writing at least 15 calendar days prior to initiation of the (each) test. The contractor shall also provide a copy of such notification to Holly Miller, TACOM-RI, AMSTA-LC-CAC-C, Rock Island, IL 61299-7630 and to the QAR.

(c) The test sample shall be examined and/or tested in accordance with the following:

Tests to be performed (per MIL-DTL-62420B)	Requirement	Inspection
Low Temperature	3.7.1.1	4.10.1.1
High temperature	3.7.1.2	4.10.1.2
Mirror and Window Laminations	3.7.1.3	4.10.1.3
Basic Shock	3.7.5.1	4.10.5.1

(d) Within five working days after completion of the test, the Contracting Officer (or designated representative) shall provide notification to the Contractor as to the approval, disapproval, or conditional approval of the performance verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the Performance Verification Test samples have been approved/conditionally approved.

(e) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the performance Verification Test sample within the time specified above, the Contracting Officer shall, if applicable, equitably adjust the delivery/performance dates and/or contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(f) If any test sample fails to meet any applicable contractual requirement, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of the deficiency/nonconformance. Such corrective action shall be taken by the contractor at no increase in contract price. Such corrective action shall apply to all items (to include basic issue items and/or repair parts) either in-process of final assembly, which have been produced or are in production since the last successful Performance Verification Test. In addition, the provisions of any warranty clause contained in the contract shall apply. Upon completion of the corrective action, the contractor shall resubmit a sample for Performance Verification testing. Any and all costs associated with testing the additional Performance Verification Test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with the additional testing resulting from failure of the test sample to meet the applicable contractual requirements.

(g) If the contractor fails to deliver any Performance Verification test sample within the time specified, or if the test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(h) Unless otherwise specified, the initial production/confirmatory test units shall be considered to be destructively tested. At the Contracting Officer's discretion, the initial production/confirmatory test units, and any unused repair parts, may be returned to the contractor for refurbishing, and may subsequently be shipped as deliverable items under the terms of the contract. Any refurbished test units shall meet all contract requirements; inspection and acceptance of any refurbished test units shall be conducted in accordance with contract requirements. Any costs to refurbish the test units shall be subject to negotiation between the contracting Officer and the contractor.

(End of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 009	PRICING EVALUATION SPREADSHEET		1PG	
Attachment 010	SECTION L		2PG	
Attachment 011	SECTION M		1PG	
Attachment 012	PAST PERFORMANCE INFORMATION QUESTIONNAIRE		2PG	